

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Alan Rubin		12/04/2009	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	Fairmont Holdings, Inc.
Street Address:	3400 S.W. 26th Terrace
Internal Address:	Bldg. A-1
City:	Dania
State/Country:	FLORIDA
Postal Code:	33312
Entity Type:	CORPORATION: FLORIDA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3045817	OCCIDENTAL RESERVE
Registration Number:	3108293	SPECIAL BLENDS
Registration Number:	3091704	DOUBLE BROADLEAF
Registration Number:	3099501	PRYME
Registration Number:	3178708	HAVANA SUN GROWN
Registration Number:	3299971	ALEC BRADLEY MAXX
Registration Number:	3700528	PRENSADO
Registration Number:	3719881	RETREAT

CORRESPONDENCE DATA

Fax Number: (305)858-8763
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 305 858 2627
 Email: kkolback@bellsouth.net
 Correspondent Name: Kimberly Kolback

OP \$215.00 3045817

Address Line 1: 2541 S.W. 27th Ave., Suite 300
Address Line 4: Miami, FLORIDA 33133

NAME OF SUBMITTER:	Kimberly Kolback
Signature:	/s/ Kimberly Kolback/
Date:	12/08/2009

Total Attachments: 3
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INTELLECTUAL PROPERTY ASSIGNMENT

THIS ASSIGNMENT is effective this 4th day of December, 2009 ("Effective Date") from Alan Rubin ("Assignor") to Fairmont Holdings, Inc., a Florida corporation ("Assignee").

WHEREAS, Assignor owns all rights, title and interest in, to and under certain intellectual property, including the trademarks listed on Schedule A; and

WHEREAS, Assignee wishes to acquire from Assignor all of his rights, title and interest in, to and under such intellectual property;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee, its successors and assigns, Assignors' entire rights, title and interest in, to and under the following:

1. The trademarks listed on Schedule A annexed hereto, together with that part of the goodwill of Assignor's business connected with the use thereof and symbolized thereby and any and all other rights, privileges and priorities provided under United States, state and foreign law with respect to the foregoing, including without limitation common-law rights and rights under the laws of unfair competition ("Transferred Rights");
 - A. Any and all rights to sue at law or in equity for any infringement, imitation, impairment, distortion, dilution or other unauthorized use or conduct in derogation of the Transferred Rights occurring prior to the Effective Date, including the right to receive all proceeds and damages therefrom;
 - B. Any and all rights to license fees, royalties, profits, compensation or other payments or remuneration of any kind relating to the Transferred Rights; and,
 - B. Any and all rights to obtain renewals, reissues, and extensions of registrations or other legal protections pertaining to the Transferred Rights.
2. Assignee, its successors and assigns, shall hold the rights to the foregoing for and during the existence of such Transferred Rights, and all renewals, reissues and extensions thereof, as fully and as entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.
3. Assignor hereby covenants that it is the sole owner of the Transferred Rights, free and clear of any and all liens, security interests, claims or other encumbrances of any kind, that it has full right to convey the entire interest herein assigned, and that it

TRADEMARK

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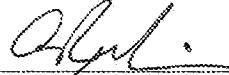
has not executed and will not execute any agreements inconsistent herewith.

4. Assignor shall, without further consideration, comply with a reasonable request by Assignee to execute promptly any additional documents and to take promptly any further action necessary to protect, secure and vest good, valid and marketable title to the Transferred Rights in Assignee and to record this Assignment with all appropriate authorities.


5. This Assignment may be executed in any number of counterparts, and all counterparts so executed shall together constitute one and the same agreement, binding on and enforceable against the parties hereto.

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be duly executed and delivered as of the date first set forth above.

ASSIGNOR: ALAN RUBIN



ASSIGNEE: FAIRMONT HOLDINGS, INC.

By: 
Print name: Alan Rubin
Title: PRESIDENT

SCHEDULE A

<u>TRADEMARK NAME</u>	<u>UNITED STATES TRADEMARK REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
OCCIDENTAL RESERVE	Registration No. 3045817	January 17, 2006
SPECIAL BLENDS	Registration (Supplemental) No. 3108293	June 20, 2006
DOUBLE BROADLEAF	Registration (Supplemental) No. 3091704	May 9, 2006
PRYME	Registration (Supplemental) No. 3099501	May 30, 2006
HAVANA SUN GROWN	Registration (Supplemental) No. 3178708	November 28, 2006
ALEC BRADLEY MAXX	Registration No. 3299971	September 25, 2007
PRENSADO	Registration (Supplemental) No. 3700528	October 20, 2009
RETREAT	Registration No. 3719881	December 1, 2009